

Denise Subramaniam  
 13865 SW Walker Rd  
 Beaverton OR 97005  
 503-764-5300  
 971-275-7618 (cell)

FILED 18 SEP '12 10:31 USDC-ORP

**UNITED STATES DISTRICT COURT  
 DISTRICT OF OREGON  
 PORTLAND DIVISION**

Denise Subramaniam, pro se  
 "ex rel." on behalf of the Unites States  
 (Enter Full name of plaintiff(s))

**3:12-CV-1681 ST**  
 Civil Case No. **ST**  
 (to be assigned by Clerk of the Court)

**Plaintiff(s),**

**COMPLAINT**

**Jury Trial Demanded**

**v.**

☒ Yes ☐ No

**D. Andrew Beal, Jacob Cherner, Molly Curl, MGC Mortgage,  
 LAY LAY Corporation, William Mynatt, David Allison, Ian Benedict,  
 Mary Przybyla, Dovenmuehle Mortgage Inc., Beal Bank,  
 Beal Financial, et al; Ally Financial et al, Bruce Pardis, Tom Donatacci,  
 Michael Carpenter, Mark F. Bole, Masse Adjety, Rosalyn Hall,  
 Mary K. Olson, Diane M. Meistad, Minnesota Office of Secretary of State,  
 Laura Herrera, Texas Office of the Secretary of State,  
 Greg Sullins, Docx LLC, IBM Lender Business Process Services Inc, Seterus Inc.  
 Virginia M Rometty, IBM et al, Lloyd Craig Blankfein, Goldman Sachs & Co. et al,  
 Fidelity National Title Company, Fidelity National Financial, et al  
 Litton Loan Servicing LP, Ocwen Financial Corporation et al,  
 Debra Lyman, Betty Wright, Larry B. Litton Sr., Larry B. Litton Jr.,  
 Quality Loan Service et al, Suzanne Eaton, John Kee, Pamela Campbell,  
 Cal-Western Reconveyance Corporation et al, Prommis Solutions et al,  
 Lorrie Womack, Monica Mora, Tina Jones, Josh Magnuson,  
 Stephen A. Feinberg, John W. Snow, Cerberus Capital Management L.P.,  
 Greg Sullins, Sanford I. Weill, Phil Gramm, James E. Cayne,  
 James Dimon, EMC Mortgage, Bear Stearns, JP Morgan Chase et al,  
 Kevin R. McCarthy, Theresa Russell, Stephen Routh,  
 David E. Fennell, Northwest Trustee Services Inc et al,  
 James Danforth Quayle, CT Corporation, CT Corporation Systems,  
 Nancy McKinstry, Wolters Kluwer et al; Bernadette McDonnell;  
 Lori Beddard; B. Bernadine; Enedina O. Sanchez; KATU TV Portland,  
 American Broadcasting Company (ABC); Unnamed/yet unknown parties**  
 (Enter Full name of ALL defendant(s))

**Defendant(s),**

**I. PARTIES**

*List your name, address, and telephone number below, and the same information for each defendant. Make sure that the defendant(s) listed below are identical to those contained in the caption of the complaint. Attach additional sheets of paper if necessary.*

**Plaintiff**      Name: Denise Subramaniam  
                      Street Address: 13865 SW Walker Rd  
                      City, State & Zip Code: Beaverton, OR 97005  
                      Telephone No. 503-764-5300

**Defendant No. 1**      Name: D. Andrew Beal  
                              Street Address: 6000 Legacy Drive  
                              City, State & Zip Code: Plano, TX 75024  
                              Telephone No. 469-467-5000

**Defendant No. 2**      Name: Molly Curl  
                              Street Address: 6000 Legacy Drive  
                              City, State & Zip Code: Plano, TX 75024  
                              Telephone No. 469-467-5000

**Defendant No. 3**      Name: Ian Benedict  
                              Street Address: 6000 Legacy Drive  
                              City, State & Zip Code: Plano, TX 75024  
                              Telephone No. 469-467-5000

**Defendant No. 4**      Name: Beal Bank, Beal Financial, et al  
                              Street Address: 6000 Legacy Drive  
                              City, State & Zip Code: Plano, TX 75024  
                              Telephone No. 469-467-5000

**Defendant No. 5**      Name: Jacob Cherner  
                              Street Address: 6000 Legacy Drive  
                              City, State & Zip Code: Plano, TX 75024  
                              Telephone No. 469-467-5000

**Defendant No. 6** Name: MGC Mortgage, et al  
Street Address: 6000 Legacy Drive  
City, State & Zip Code: Plano, TX 75024  
Telephone No. 469-467-5000

**Defendant No. 7** Name: <sup>LNV</sup>  
~~CVN~~ Corporation, et al  
Street Address: 1 Corporate Drive, Suite 360  
City, State & Zip Code: Lake Zurich, IL 60047  
Telephone No. 847-550-7550

**Defendant No. 8** Name: William A. Mynatt, Jr.  
Street Address: 1 Corporate Drive, Suite 360  
City, State & Zip Code: Lake Zurich, IL 60047  
Telephone No. 847-550-7400

**Defendant No. 9** Name: David Allison  
Street Address: 1 Corporate Drive, Suite 360  
City, State & Zip Code: Lake Zurich, IL 60047  
Telephone No. 847-550-7300

**Defendant No. 10** Name: Mary Przybyla  
Street Address: 1 Corporate Drive, Suite 360  
City, State & Zip Code: Lake Zurich, IL 60047  
Telephone No. 847-550-7300

**Defendant No. 11** Name: Dovenmuehle Mortgage Inc., et al  
Street Address: 1 Corporate Drive, Suite 360  
City, State & Zip Code: Lake Zurich, IL 60047  
Telephone No. 847-550-7300

**Defendant No. 12** Name: Ally Financial Inc., et al  
Street Address: 200 Renaissance Court  
City, State & Zip Code: Detroit, MI 48243  
Telephone No. 313-556-5000 or 646-781-2692

**Defendant No. 13** Name: Bruce Pardis c/o Homeownership Preservation Foundation  
Street Address: 7645 Lyndale Ave. S., Suite 250  
City, State & Zip Code: Minneapolis, MN 55423  
Telephone No. 612-230-4020

**Defendant No. 14** Name: Michael Carpenter, c/o Ally Financial Inc.  
Street Address: 200 Renaissance Court  
City, State & Zip Code: Detroit, MI 48243  
Telephone No. 313-556-5000

**Defendant No. 15** Name: Mark F. Bole, c/o Ally Financial Inc.  
Street Address: 200 Renaissance Court  
City, State & Zip Code: Detroit, MI 48243  
Telephone No. 313-556-5000

**Defendant No. 16** Name: Masse Adjety c/o Ally Financial Inc.  
Street Address: 200 Renaissance Court  
City, State & Zip Code: Detroit, MI 48243  
Telephone No. 313-556-5000

**Defendant No. 17** Name: Tom Donatacci, c/o Clayton Holdings LLC  
Street Address: 100 Beard Sawmill Rd. Suite 200  
City, State & Zip Code: Shelton, CT 06484  
Telephone No. 203-926-5600

**Defendant No. 18** Name: Seterus Inc., et al  
Street Address: 14523 SW Millikan Way, Ste 200  
City, State & Zip Code: Beaverton, OR 97005  
Telephone No. 866-578-5277

**Defendant No. 19** Name: Laura Herrera, c/o Seterus Inc.  
Street Address: 14523 SW Millikan Way, Ste 200  
City, State & Zip Code: Beaverton, OR 97005  
Telephone No. 866-578-5277

- Defendant No. 20** Name: Laura Herrera, c/o Texas Secretary of State Notary Division  
Street Address: 1100 South Congress Avenue # 1E 8  
City, State & Zip Code: Austin, TX 78704  
Telephone No. 512-463-5555
- Defendant No. 21** Name: Texas Secretary of State Notary Division  
Street Address: 1100 South Congress Avenue # 1E 8  
City, State & Zip Code: Austin, TX 78704  
Telephone No. 512-463-5555
- Defendant No. 22** Name: Diane M. Meistad, c/o Minnesota Office of the Secretary of State  
Street Address: 60 Empire Drive, Suite 100  
City, State & Zip Code: St Paul, MN 55103  
Telephone No. 651-296-2803
- Defendant No. 23** Name: Mary K. Olsen, c/o Minnesota Office of the Secretary of State  
Street Address: 60 Empire Drive, Suite 100  
City, State & Zip Code: St Paul, MN 55103  
Telephone No. 651-296-2803
- Defendant No. 24** Name: Minnesota Office of the Secretary of State  
Street Address: 60 Empire Drive, Suite 100  
City, State & Zip Code: St Paul, MN 55103  
Telephone No. 651-296-2803
- Defendant No. 25** Name: Cerberus Capital Management L.P., et al  
Street Address: 875 Third Avenue  
City, State & Zip Code: New York, NY 10022  
Telephone No. 212-891-2100
- Defendant No. 26** Name: James Danforth Quayle, c/o Cerberus Capital Management L.P.  
Street Address: 875 Third Avenue  
City, State & Zip Code: New York, NY 10022  
Telephone No. 212-891-2100

**Defendant No. 27** Name: Stephen A. Feinberg, c/o Cerberus Capital Management L.P  
Street Address: 875 Third Avenue  
City, State & Zip Code: New York, NY 10022  
Telephone No. 212-891-2100

**Defendant No. 28** Name: John W. Snow, c/o Cerberus Capital Management L.P  
Street Address: 875 Third Avenue  
City, State & Zip Code: New York, NY 10022  
Telephone No. 212-891-2100

**Defendant No. 29** Name: Greg Sullins, c/o Classic Auto Rides, LLC  
Street Address: 3213 Union Power Way  
City, State & Zip Code: Monroe, North Carolina 28110  
Telephone No. 704-288-1967

**Defendant No. 30** Name: Virginia M Rometty, c/o IBM  
Street Address: 1 New Orchard Road  
City, State & Zip Code: Armonk, NY 10504  
Telephone No. 914-499-1900

**Defendant No. 31** Name: Lloyd Craig Blankfein, c/o Goldman Sachs & Co.  
Street Address: 200 West Street  
City, State & Zip Code: New York, NY 10282  
Telephone No. 212-902-1000

**Defendant No. 32** Name: Goldman Sachs & Co.  
Street Address: 200 West Street  
City, State & Zip Code: New York, NY 10282  
Telephone No. 212-902-1000

**Defendant No. 33** Name: Litton Loan Servicing, Ocwen Financial Corporation, et al  
Street Address: 1661 Worthington Road, Suite 100  
City, State & Zip Code: West Palm Beach, FL 33409  
Telephone No. 561-682-8000



**Defendant No. 34** Name: Larry B. Litton Sr. c/o Litton Loan Servicing LP  
Street Address: 4828 Loop Central Dr.  
City, State & Zip Code: Houston, TX 77027  
Telephone No. 713-960-9676, 713-839-9100, 800-548-8665

**Defendant No. 35** Name: Larry B. Litton Jr. c/o Litton Loan Servicing LP  
Street Address: 4828 Loop Central Dr.  
City, State & Zip Code: Houston, TX 77027  
Telephone No. 713-960-9676, 713-839-9100, 800-548-8665

**Defendant No. 36** Name: Debra Lyman c/o Litton Loan Servicing LP  
Street Address: 4828 Loop Central Dr.  
City, State & Zip Code: Houston, TX 77027  
Telephone No. 713-960-9676, 713-839-9100, 800-548-8665

**Defendant No. 37** Name: Betty Wright c/o Litton Loan Servicing LP  
Street Address: 4828 Loop Central Dr.  
City, State & Zip Code: Houston, TX 77027  
Telephone No. 713-960-9676, 713-839-9100, 800-548-8665

**Defendant No. 38** Name: Cal-Western Reconveyance Corporation, et al  
Street Address: 525 East Main Street, P.O. Box 22004  
City, State & Zip Code: El Cajon, CA 92022-9004  
Telephone No. (619) 590-9200

**Defendant No. 39** Name: Lorrie Womack, c/o Cal-Western Reconveyance Corporation  
Street Address: 525 East Main Street, P.O. Box 22004  
City, State & Zip Code: El Cajon, CA 92022-9004  
Telephone No. (619) 590-9200

**Defendant No. 40** Name: Suzanne Eaton, c/o Cal-Western Reconveyance Corporation  
Street Address: 525 East Main Street, P.O. Box 22004  
City, State & Zip Code: El Cajon, CA 92022-9004  
Telephone No. (619) 590-9200

**Defendant No. 41** Name: John Kee, c/o Cal-Western Reconveyance Corporation  
Street Address: 525 East Main Street, P.O. Box 22004  
City, State & Zip Code: El Cajon, CA 92022-9004  
Telephone No. (619) 590-9200

**Defendant No. 42** Name: Pamela Campbell, c/o Cal-Western Reconveyance Corporation  
Street Address: 525 East Main Street, P.O. Box 22004  
City, State & Zip Code: El Cajon, CA 92022-9004  
Telephone No. (619) 590-9200

**Defendant No. 43** Name: Prommis Solutions, et al  
Street Address: 400 Northridge Road  
City, State & Zip Code: Atlanta, GA 30350  
Telephone No. 800-642-0257

**Defendant No. 44** Name: Monica Mora, c/o Prommis Solutions  
Street Address: 400 Northridge Road  
City, State & Zip Code: Atlanta, GA 30350  
Telephone No. 800-642-0257

**Defendant No. 45** Name: Tina Jones, c/o Prommis Solutions et al  
Street Address: 400 Northridge Road  
City, State & Zip Code: Atlanta, GA 30350  
Telephone No. 800-642-0257



- Defendant No. 46** Name: Josh Magnuson, c/o Prommis Solutions et al  
Street Address: 400 Northridge Road  
City, State & Zip Code: Atlanta, GA 30350  
Telephone No. 800-642-0257
- Defendant No. 47** Name: JP Morgan Chase, et al  
Street Address: 270 Park Avenue  
City, State & Zip Code: New York, NY 10017  
Telephone No. 212-270-6000
- Defendant No. 48** Name: James Dimon, c/o JP Morgan Chase  
Street Address: 270 Park Avenue  
City, State & Zip Code: New York, NY 10017  
Telephone No. 212-270-6000
- Defendant No. 49** Name: James E. Cayne, c/o David S. Frankel, KRAMER LEVIN NAFTALIS & FRANKEL  
Street Address: 1177 Avenue of the Americas  
City, State & Zip Code: New York, NY 10036  
Telephone No. 212-715-8000
- Defendant No. 50** Name: Northwest Trustee Services Inc et al, Inc  
Street Address: 13555 SE 36th St, Suite 100  
City, State & Zip Code: Bellevue, WA 98006  
Telephone No. 425-586-1900
- Defendant No. 51** Name: Stephen Routh, c/o Northwest Trustee Services Inc et al, Inc.  
Street Address: 13555 SE 36th St, Suite 100  
City, State & Zip Code: Bellevue, WA 98006  
Telephone No. 425-586-1900
- Defendant No. 52** Name: David E. Fennell, c/o Northwest Trustee Services Inc.  
Street Address: 13555 SE 36th St, Suite 100  
City, State & Zip Code: Bellevue, WA 98006  
Telephone No. 425-586-1900

**Defendant No. 53** Name: Quality Loan Service Corporation, et al  
Street Address: 2141 Fifth Ave.  
City, State & Zip Code: San Diego, California 92101  
Telephone No. 619-645-7711, 866-645-7711

**Defendant No. 54** Name: Kevin R McCarthy, c/o Quality Loan Service  
Street Address: 2141 Fifth Ave.  
City, State & Zip Code: San Diego, California 92101  
Telephone No. 619-645-7711, 866-645-7711

**Defendant No. 55** Name: Theresa Russell, c/o Quality Loan Service  
Street Address: 2141 Fifth Ave.  
City, State & Zip Code: San Diego, California 92101  
Telephone No. 619-645-7711, 866-645-7711

**Defendant No. 56** Name: CT Corporation, CT Corporation Systems, et al  
Street Address: 388 STATE ST, STE 420  
City, State & Zip Code: SALEM, OR 97301  
Telephone No. 503-566-6883

**Defendant No. 57** Name: Wolters Kluwer International Holding bv, c/o CT Corporation  
Street Address: 388 STATE ST, STE 420  
City, State & Zip Code: SALEM, OR 97301  
Telephone No. 503-566-6883

**Defendant No. 58** Name: Nancy McKinstry, c/o CT Corporation  
Street Address: 388 STATE ST, STE 420  
City, State & Zip Code: SALEM, OR 97301  
Telephone No. 503-566-6883

**Defendant No. 59** Name: Phil Gramm, c/o American Enterprise Institute  
Street Address: 1150 17th St NW  
City, State & Zip Code: Washington, DC 20036  
Telephone No. 202-862-5800

**Defendant No. 60** Name: Sanford I. Weill  
Street Address: 15 Central Park West, Sixth Floor  
City, State & Zip Code: New York, NY 10023  
Telephone No. 212-489-1500

**Defendant No. 61** Name: Fidelity National Title Company, Fidelity National Financial, et al  
Street Address: 601 Riverside Avenue  
City, State & Zip Code: Jacksonville, FL 32204  
Telephone No. 904-854-8100

**Defendant No. 62** Name: B. Bernadine c/o Quality Loan Service Corporation  
Street Address: 2141 Fifth Ave.  
City, State & Zip Code: San Diego, California 92101  
Telephone No. 619-645-7711, 866-645-7711

**Defendant No. 63** Name: Enedina O. Sanchez c/o Quality Loan Service Corporation  
Street Address: 2141 Fifth Ave.  
City, State & Zip Code: San Diego, California 92101  
Telephone No. 619-645-7711, 866-645-7711

**Defendant No. 64** Name: Bernadette McDonnell c/o LVN Corporation  
Street Address: 1 Corporate Drive, Suite 360  
City, State & Zip Code: Lake Zurich, IL 60047  
Telephone No. 847-550-7550

**Defendant No. 65** Name: Lori Beddard c/o LVN Corporation  
Street Address: 1 Corporate Drive, Suite 360  
City, State & Zip Code: Lake Zurich, IL 60047  
Telephone No. 847-550-7550

**Defendant No. 66** Name: KATU TV Portland, American Broadcasting Company (ABC)  
Street Address: 2153 N.E. Sandy Blvd.  
City, State & Zip Code: Portland, OR 97232  
Telephone No. 503-231-4222

## II. JURISDICTION

*Federal courts are courts of limited jurisdiction. Only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. A case involving the United States Constitution or federal laws or treaties is a federal question case. A case in which a citizen of one state sues a citizen of another state and the amount in damages claimed is more than \$75,000 is a diversity of citizenship case.*

A. What is the basis for federal court jurisdiction (*check all that apply*)

☒ Federal Question

☒ Diversity of Citizenship

B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory, or treaty right is at issue?

12 U.S.C. 27 et seq. (RESPA); 15 U.S.C. 1601 et seq. (Consumer Credit Protection and Truth in Lending  
Acts); 31 USC § 3729-3733 et seq. (Federal False Claims Act); 18 USC 47 et seq. (Fraud and False  
Statements); 18 USC § 1348 et seq. (Securities and Commodities Fraud); 15 U.S.C. § 77a, et seq  
(Securities Act of 1933); 18 USC Chapter 11 (Bribery, Graft, and Conflicts of Interest); 18 USC § 1961,  
(Racketeer Influenced and Corrupt Organizations Act); Fifth Amendment to the United States  
Constitution; The United Nation's Universal Declaration of Human Rights; ORS § 162.065; Oregon §  
164.085; Oregon § 164.172; Oregon § 164.17

C. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state of citizenship Oregon

Defendant(s) state(s) of citizenship New York, Illinois, Texas, Florida, Michigan, Georgia  
North Carolina, Minnesota, California, Washington, Oregon, Netherlands

### III. BACKGROUND

\* note? LNV Corp. Should be LNV Corp.

In February 2004 Plaintiff refinanced her house with People's Choice Home Loan Inc., hereafter referred to as PCHL. She agreed to terms of a 6.99% fixed rate with no early pre-payment penalty. She retained considerable equity in her home.

Plaintiff had to leave the country for six months on a business trip. PCHL was aware of this. The closing was supposed to be two weeks before her departure, but was continuously delayed by PCHL.

Plaintiff's air tickets were already purchased and a postponement would be expensive, still Plaintiff wanted to postpone her trip. PCHL insisted there was no need. The closing occurred on the afternoon of the same day Plaintiff's plane departed.

Within two months Plaintiff's U.S. office manager sent her an urgent email; her insurance agent needed her to call him immediately. He told Plaintiff EMC Mortgage, hereafter referred to as EMC was giving him a difficult time over proof of home owners insurance. He said he researched EMC and had serious concerns about them and asked how she got mixed up with them.

Plaintiff was dumbfounded. She had no idea how EMC was involved since she refinanced with PCHL.

After Plaintiff returned home from overseas in or around August 2004, she reviewed the mortgage documents she'd signed the day she left the U.S. and discovered the terms of the mortgage had been switched. The first few pages of the contract correctly stated the terms, but PCHL inserted later pages that stated different terms. Due to PCHL's delay of the closing until the same day she left the country Plaintiff was in duress when she signed the mortgage contract and did not notice these changed terms. The switched terms included an ARM rather than a fixed rate and an early pre-payment penalty which expired in February 2006. The documents actually contain multiple terms.

Plaintiff phoned an attorney, but was told because six months had already passed there was nothing she could do. Disgusted and feeling ashamed that she was tricked like this; Plaintiff put the mortgage contract in the back of a file drawer where they were forgotten until November 2011.

Due to ongoing problems with EMC's handling of Plaintiff's payments she phoned EMC in or around August 2005 and threatened to refinance her mortgage as soon as it was possible. Within days of making this threat, and in spite of a phone confirmation in August 2005 that she was current on her mortgage, she received a mailed notice that she was in default on her mortgage in September 2005.

EMC told Plaintiff she had to sign a forbearance agreement that included an extra \$300/month payment to make up the alleged deficiency or they would start foreclosure proceedings. Although she knew she had not missed payments Plaintiff felt pressured to sign the agreement and did so, but wrote in the margins that she did not agree that she had missed any payments.

The economy began a downturn in 2005, so to pay the extra \$300/month that EMC demanded Plaintiff had to stop paying her \$350/month Cobra payments to retain her health insurance.

Plaintiff requested a full accounting of EMC's payment history for her mortgage to reconcile with hers. EMC failed to provide this.

Plaintiff persisted in her attempts to get EMC's records, and in or around January 2006 she began phoning EMC daily. When EMC finally returned her calls they claimed to have "sold" her mortgage to GMAC. EMC provided no written communication regarding this sale or transfer as per RESPA statutes.

Plaintiff immediately phoned GMAC and was told they did not have her mortgage. She wrote a letter to the Tom Donatacci, Vice President of GMAC to verify this.

Plaintiff then sought help from various government regulatory agencies only to be told that EMC was not regulated. The Federal Trade Commission, FTC, was investigating EMC and Bear Stearns for violations



1 of the Fair Credit Reporting, the Fair Debt Collection Practices Acts and the Truth in Lending Act and  
2 requested Plaintiff's records regarding EMC's handling of her mortgage.

3 The FTC later used Plaintiff's records along with records from hundreds of thousands of other consumers  
4 to file a lawsuit against EMC and Bear Stearns. In September 2008 the FTC won a \$28 Million settlement  
5 with EMC and Bear Stearns. The FTC sent the Plaintiff a check for \$11.00. She never cashed it because it  
6 made her feel as if her government just poured salt into an open wound because by this time Plaintiff had  
7 suffered hundreds of thousands of dollars in damages and years of pain and suffering caused by the  
8 continued stress of battling mortgage and foreclosure fraud.

9 The FTC website contains information regarding its lawsuit and the settlement with EMC and Bear  
10 Stearns. It is attached as **Exhibit A**.

11 The FTC told Plaintiff to personally sue EMC and Bear Stearns for restitution of her damages because  
12 they did not represent individual consumers. This proved impossible. From 2007 to 2010 Plaintiff  
13 contacted numerous attorneys about suing EMC and Litton for damages, but was told that her case was  
14 made complex by the number of times her mortgage had been "transferred" or "sold"; and that the parties  
15 involved, Bear Stearns, Chase, Goldman Sachs, were "deep pockets." It was the experience of these  
16 attorneys that such defendants would use their vast wealth to delay any case brought against them and  
17 would do everything possible to cause their opponents to incur huge expenses until they no longer had  
18 financial resources to continue to fight. Therefore these attorneys were unwilling to take such a case on  
19 contingency and told Plaintiff she'd need financial resources equal to the defendant's for the long haul to  
20 have any chance of winning against such "deep pockets" no matter how good the merits of her case.

21 In April 2006 Plaintiff received a letter from GMAC's CEO Tom Donatucci's office dated April 3, 2006  
22 stating that they did not and never had "serviced" her mortgage. At that time the word "serviced" had no  
23 meaning to Plaintiff. The letter further stated that it appeared "Homecomings Financial" was at one time  
24 the "servicer" of her mortgage; and it appeared the current "servicer" was Litton Loan Servicing,  
25 hereafter referred to as Litton. Plaintiff never made a single payment to "Homecomings Financial" so the  
26 mention of them as a "servicer" in this letter did not convey to the Plaintiff that a "servicer" had anything  
27 to do with the collection of mortgage payments.

28 The State of Oregon Department of Consumer and Business Services, one of the many government  
29 regulatory agencies where Plaintiff filed complaints, received a letter from EMC dated April 18, 2006  
30 stating that the Plaintiff's mortgage was "transferred to GMAC-RFC/Homecomings (GMAC) on  
31 February 9, 2006." This letter also stated that EMC had acquired Plaintiff's mortgage on May 1, 2004.

32 GMAC in its letter to Plaintiff failed to inform Plaintiff that Homecomings Financial was in fact a  
33 division or subsidiary of GMAC. GMAC's letter was written to deceive Plaintiff into thinking there was  
34 no connection between Homecomings Financial and GMAC; and they succeeded in deceiving Plaintiff  
35 because in 2006 she did not realize that the GMAC-RFC/Homecomings (GMAC) referred to in the one  
36 letter was the same as the "Homecomings Financial" referred to in the other letter.

37 Why was there so much confusion regarding who "owned" Plaintiff's mortgage between May 2004 and  
38 August 2006 and to whom Plaintiff was supposed to make payments and/or where her payments went?

39 In or around October 2011 Plaintiff had a deed audit performed and discovered that GMAC and its  
40 subsidiaries had fraudulently fabricated a "Substitution of Trustee" and an "Assignment of Deed of Trust"  
41 and filed them with Washington County Oregon on June 28, 2006 along with a "Notice of Default and  
42 Election to Sell" document.

43 These documents were fraudulently fabricated with intent to deceive Washington County Oregon and the  
44 courts into believing Plaintiff's deed of trust was legally transferred from PCHL to GMAC and/or its  
45 subsidiaries and/or Litton, when in fact no such legal transfer occurred. These documents were



1 fraudulently fabricated with intent to give the appearance that GMAC and/or its subsidiaries and/or Litton  
2 had a legal right to sell Plaintiff's property, when they did not.

3 Copies of these fraudulently fabricated legal instruments/documents are contained within **Exhibit B** along  
4 with documentary evidence that demonstrates that they were indeed fraudulently fabricated.

5 In or around May 2006 defendant Litton mailed Plaintiff a letter stating they had her mortgage and she  
6 was to make payments to them.

7 Litton and/or GMAC filed a trustee's sale notice in Washington County Oregon on June 28, 2006 on  
8 Plaintiff's property.

9 Plaintiff hired an attorney who finally was able to acquire EMC's payment history of her loan through  
10 Litton. Records produced by EMC showed scattered missed payments throughout 2004 and 2005.

11 If EMC used standard accounting practices missed payments in May 2004, July 2004, September 2004,  
12 October 2004, March 2005 etc would never have been "forgotten" then suddenly "remembered" in  
13 September 2005.

14 Plaintiff produced bank records and other receipts to prove through her attorney that every payment EMC  
15 claimed she missed was in fact paid. Her attorney asked Litton to postpone their trustee sale to: 1.) correct  
16 EMC's inaccurate accounting of Plaintiff's payments; 2.) correct their inaccurate credit reporting about  
17 Plaintiff and; 3.) give her an accurate pay-off balance so she could refinance with a reputable lender. (At  
18 that time Plaintiff was naïve enough to still believe such a thing existed.)

19 On October 10, 2006 Plaintiff's attorney sent a letter to the three major credit reporting agencies  
20 explaining that EMC's and Litton's reporting of Plaintiff's payment history was in dispute and requested  
21 that the inaccurate reporting of Plaintiff's credit history by these defendants be removed from her  
22 consumer credit report. The major credit reporting agencies did not do so because EMC and Litton  
23 asserted their reporting of Plaintiff's credit history was accurate.

24 Litton refused to postpone the trustee sale even though they knew Plaintiff was not in default. Plaintiff's  
25 attorney told her, "The SOBs have no intention of voluntarily postponing the trustee sale; they want to  
26 steal your equity." (In or around November 2011 Plaintiff requested a copy of this attorney's records  
27 regarding Plaintiff's case and discovered written documentation exists to substantiate this claim.)

28 Plaintiff had considerable equity in her home, more than 60% of its market value at that time;  
29 approximately \$170,000.

30 With the trustee sale only a week away Plaintiff's attorney not knowing what else to do because Plaintiff  
31 had become financially drained from the ordeal herein described advised her to file for bankruptcy to  
32 protect her home.

33 At that time few people knew about the graft and corruption rampant in the banking and financial  
34 industry. Plaintiff did as advised, feeling defeated and that she had no choice; she'd already proved she  
35 was not in default, but this didn't change anything. What else could she do?

36 Plaintiff was forced to file Chapter 13 bankruptcy in 2006/2007 to protect her home from the fraudulent  
37 foreclosure attempt hereby described. The bankruptcy remained in force until March 2010.

38 Plaintiff made mortgage payments to defendant Litton from 2006 into 2009 until she received a  
39 delinquent property tax notice from Washington County Oregon. Litton failed to pay her property taxes as  
40 per her mortgage escrow agreement for the 2007 to 2008 tax year. The taxes were due in June 2008.  
41 Plaintiff paid the delinquent property taxes of \$2,555.28 by check.

42 Plaintiff had received no communication from Litton as per Federal RESPA statutes (12 U.S.C. 27 et  
43 seq.) regarding the sale or transfer of her mortgage away from them. Due to the longstanding history of

1 inaccuracy and fraud in the handling of her mortgage payments since 2004, Plaintiff's bankruptcy  
2 attorney advised her to stop making payments to Litton.

3 Litton also dropped Plaintiff homeowners insurance and she was unable to get a new policy. No insurance  
4 company would underwrite her home because it had been more than six months since Litton dropped her  
5 homeowner's policy.

6 Around March 2009 MGC Mortgage, hereafter referred to as MGC, sent a letter to Plaintiff claiming they  
7 had acquired her mortgage. The letter contained no information about where to make payments or how  
8 the payments Plaintiff already made to the Goldman Enterprise had been applied to her mortgage.

9 Plaintiff's attorney sent MGC a letter requesting a complete itemization of her payment history from  
10 February 2004. MGC failed to reply. Plaintiff's attorney wrote several more letters over the next few  
11 months, specifically stating he was making a qualified RESPA request. RESPA provides for a 30 day  
12 response period, yet MGC still failed to reply. Even Plaintiff's Congressman wrote a letter to MGC to no  
13 avail.

14 Plaintiff did an online investigation of MGC in or around May 2009 and the only information she could  
15 find was that it was a securities holding company.

16 Plaintiff's attorney finally received a reply from MGC in 2010. The financial records they provided were  
17 the same false and inaccurate records provided by EMC and Litton in 2006.

18 Around the time Litton failed to pay Plaintiff's property taxes and home owner's insurance, MGC and  
19 their cohorts fraudulently fabricated two additional "Corporate Assignment of Deed of Trust" documents  
20 and filed both of them with Washington County on August 27, 2008.

21 On February 24, 2011 MGC and/or Litton and/or Cal-Western filed a "Rescission of Notice of Default"  
22 documents with Washington County Oregon. This document states: "notice hereby is given that CAL-  
23 WESTERN RECONVEYANCE CORPORATION the undersigned trustee, does hereby rescind, cancel  
24 and withdraw said notice of default and election to sell; such trust deed and all obligations secured  
25 thereby hereby are reinstated and shall remain in force and effect the same as if no acceleration had  
26 occurred and as if said notice of default had not been given..."

27 Yet on April 22 2011 MGC and their cohorts filed it a fraudulently fabricated "Appointment of Successor  
28 Trustee" document and another "Notice of Default and Election to Sell" document with Washington  
29 County Oregon.

30 The horrific stress Plaintiff felt when she thought about unjustly losing her home caused her physical and  
31 mental health to become so deteriorated that throughout 2010 and 2011 she spent weeks and months in  
32 bed too ill to function. Plaintiff was so ill she could do little to respond to the looming trustee's sale.  
33 While sick Plaintiff lost track of the time and she completely forgot the date trustee's sale. When she  
34 looked it up she discovered it was days away. In a panic she phoned her bankruptcy attorney who  
35 immediately filed a Chapter 7 bankruptcy to prevent the fraudulent sale of her home on Plaintiff's  
36 birthday September 16, 2011.

37 In or around October 2011 Plaintiff connected with victim support groups and was encouraged to gather  
38 all the records pertaining to her years of struggle with her mortgage into one place and review them  
39 carefully. This is also when she ordered a preliminary deed audit.

40 In May 2012, MGC and two other Beal subsidiaries, defendants LVN Corporation, hereafter referred to as  
41 LVN, and Dovenmuehle Mortgage, Inc., hereafter referred to as Dovenmuehle, along with defendants  
42 Northwest Trustee Services, Inc., hereafter referred to as NTS fraudulently fabricated a new set of deed of  
43 trustee documents and filed them in Washington County Oregon to once again initiate a fraudulent  
44 trustee's sale of Plaintiff's home in September 2012.

#### IV. DEFENDANTS

##### **Summary of the 2006 Fraudulent Foreclosure Attempt and Defendants Involved**

The fraudulently fabricated legal instruments filed with Washington County Oregon on June 28, 2006 were produced by the defendants named below working in collusion with each other.

They are all signed by proven Litton robo-signers claiming to be top executive officers of financial institutions where they were neither employed nor held such top executive positions. Defendant Debra Lyman signed the substitution of trustee for Plaintiff's property as the Vice President of Homecomings Financial Network Inc. with a date of March 18, 2006.

On February 10, 2006 she signed another foreclosure document as the Vice President of Deutsche Bank National Trust Company, as Trustee for a MBS Trust.

On November 28, 2005 Debra Lyman signed as Vice President Litton Loan Servicing, LC, as Attorney-in-fact for The Provident Bank. The document was filed with Pottawattamie County, IA, on 1/6/2006 and was a Quit Claim Deed in favor of Deutsche Bank National Trust Company as Trustee for a Morgan Stanley MBS Trust.

On July 30, 2010 Debra Lyman signed as Assistant Secretary MERS Inc, solely as nominee for Council Bluffs Savings Bank a Division of Carroll County State Bank. The document was filed with Pottawattamie County, IA on 9/21/2010 The document was a Quit Claim Deed in favor of Litton as Trustee for a Morgan Stanley MBS Trust.

Defendant Debra Lyman's 2011 LinkedIn profile shows her as a Litton employee. Her Spoke profile also identifies her as a Litton employee. And she is on a list of authorized signers and attorneys-of-fact for Litton; and she is on lists of known robo-signers for Litton.

Defendant Laura Herrera, or a Doe forging her signature as a Notary commissioned in Harris County Texas, notarized the substitution of trustee for Plaintiff's property, stating that Debra Lyman "personally appeared" before her, yet the date by her signature is March 20, 2006 two days after Debra Lyman signed the document. Laura Herrera notarized numerous foreclosure documents and the signatures appear to be made by different people.

Plaintiff attempted to validate its notarization with a copy of Notary Laura Herrera's log book page for March 20, 2006. She sent a certified letter requesting such to the address on file for Laura Herrera with the Texas Secretary of State Notary Division as instructed, the letter was returned as undeliverable. The Texas Secretary of State Notary Division told Plaintiff that Texas requires their notaries to keep log books, if a commission is not renewed the notary is supposed to send their office the log, but no legal requirement exists for them to do so; consequently many do not. Plaintiff checked with the Harris County Clerk's warehouse and Laura Herrera's logs have not been turned in to them. Notaries are commissioned for four years at a time, and no further validation is done regarding the information provided by the person being commissioned. Plaintiff was able to secure Laura Herrera's 2008 notary application. The signature is similar to the used to notarize the substitution of trustee for Plaintiff's property; but enough differences exist to indicate someone may have forged the signature.

Plaintiff confirmed that a Laura Herrera works for Seterus Inc., formerly named IBM Lender Business Process Services Inc., hereafter referred to as LBP, located in Beaverton Oregon. However without court subpoenas to release the Texas notary's social security number and the Seterus employee's social security number it is impossible to determine if they are in fact the same person.

Lax policies at the Texas Secretary of State Notary Division make it difficult for consumers who have been victimized and have suffered damages caused by perjured or forged notarization of legal documents, such as those used in foreclosures, including the Plaintiff's to investigate and obtain documentation to prove fraud in a court. Texas does not require the notary's commission number to appear on their stamp



(notaries have their own stamps made at any office supply store, like Office Depot) and this also make it more difficult to trace a particular notary. No law requires notaries to turn in their logs when their commission expires.

Statements on these documents claim they are prepared by First American Title Insurance Company in Portland Oregon, when in fact they were not. The State Manager, at First American Title verified in writing on November 2, 2011 that it was highly unlikely his company prepared the documents. Defendants gleaned First American Title's name from the original Deed of Trust filed in March 2004 to give their fraudulent deed documents the look of authenticity with intent to deceive Plaintiff, government officials and the courts.

The deed assignment was similarly fabricated with apparently forged signatures; and or signatures of people claiming to be employed in an executive role when they were not. Unfortunately it was not possible to trace the current employment or whereabouts of these signers.

Copies of these fraudulently fabricated legal instruments are attached as part of **Exhibit B**.

Defendant EMC was a direct subsidiary of The Bear Stearns Companies, Inc. (i.e. defendant Bear Stearns et al). In 2008 JP Morgan Chase, hereafter referred to as Chase, bought Bear Stearns. Chase thus became the ultimate corporate parent of EMC. Chase is the successor in interest to Bear Sterns and is jointly and severally liable for the misstatements and omissions of material fact and fraud alleged herein.

Defendant James (Jamie) Dimon is the chairman, president and chief executive officer of JPMorgan Chase. Dimon has also served as a "class A director" of the Board of Directors of the New York Federal Reserve since January 2007. Jamie Dimon has worked and continually works to undermine financial reforms and permit continued de-regulation of our banking and financial intuitions; additionally Chase pays million to billions of dollars to lobbyists for this purpose; such de-regulation has caused Plaintiff excessive personal harm and financial damages. This group of defendants referred to herein and in the previous paragraph are hereafter referred to collectively as **the Chase Enterprise**.

Homecomings Financial, LLC was formerly known as Homecomings Financial Network, Inc. and is/was based in Minneapolis, Minnesota. Homecomings Financial, LLC is/was a subsidiary of GMAC ResCap, Inc. GMAC ResCap (Residential Capital) was part of GMAC which was then taken over by Ally Financial Inc. Its subsidiaries include GMAC Mortgage.

Defendant Ally Financial Inc. (formerly GMAC Inc.), hereafter referred to as Ally, is the successor in interest to GMAC and all its afore named subsidiaries and is jointly and severally liable for the misstatements and omissions of material fact and fraud alleged herein.

Tom Donatacci, was the former Vice President of GMAC and Senior Vice President Subservicing, GMAC ResCap. Michael A. Carpenter and Mark F. Bole are/were executive officers for GMAC. Michael A. Carpenter is the CEO of Ally. Bruce Pardis was the CEO of Homecomings Financial, LLC, f/k/a Homecomings Financial Network, Inc. Masse Adjety and Betty Wright are/were employed by GMAC and/or their subsidiaries or predecessors. In 2006 General Motors sold 50% ownership of GMAC to defendant Cerberus Capital Management L.P., hereafter referred to as Cerberus.

Defendants former Vice President J. Danforth Quayle, Stephen A. Feinberg and John W. Snow, former Treasury Secretary under former President George W. Bush, are executive officers and/or board members of Cerberus as well as investors in Cerberus. They along with unknown Cerberus investors have worked and continually work with reverently to undermine financial reforms and permit continued de-regulation of our banking and financial intuitions; and such de-regulation has caused Plaintiff excessive personal harm and financial damages. This group of defendants will hereafter be collectively referred to **the Ally/GMAC/Cerberus Enterprise**.

Defendant Litton Loan Servicing LP was a direct subsidiary of defendant Goldman Sachs & Co. Defendant Lloyd Craig Blankfein has been the CEO of Goldman Sachs since May 31, 2006. Defendants

1 Larry B. Litton Sr., and Larry B. Litton Jr. are senior executive officers at Litton Loan Servicing LP.  
2 Defendants Debra Lyman and Betty Wright are infamous Litton robo-signers.

3 In September 2011 Goldman Sachs sold Litton to Ocwen Financial Corporation with reprimands from  
4 government regulators because Goldman Sachs was attempting to free themselves of liability for Litton's  
5 wrongdoings which had come under the scrutiny of government regulators. Goldman Sachs paid and  
6 continues to pay multi-billions of dollars yearly to lobbyists to undermine financial reforms and permit  
7 continued de-regulation of our banking and financial intuitions; and such de-regulation has caused  
8 Plaintiff excessive personal harm and financial damages. This group of defendants will hereafter be  
9 collectively referred to as **the Goldman Enterprise**.

10 The fraudulently fabricated deed of trust documents filed in 2006 were prepared by defendants Fidelity  
11 National Title Company and Cal-Western Reconveyance Corporation, hereafter referred to as Cal-  
12 Western; and Docx LLC, also named IBM Lender Business Process Services Inc, and now re-named  
13 Seterus Inc. (The still commit fraud when preparing foreclosure documents; they change their names  
14 frequently, but not their criminal practices.)

15 Fidelity National Title Group (FNTG) is a subsidiary of Fidelity National Financial, hereafter referred to  
16 as Fidelity. The FNTG website claims that the group underwriters issue approximately half of the title  
17 insurance contracts in the United States. Although LSI Title Company of Oregon, LLC, hereafter referred  
18 to as LSI wasn't named on a fraudulently fabricated foreclosure document until 2011, the Oregon  
19 Secretary of State Corporation Division records show the address for LSI as 601 Riverside Avenue  
20 Jacksonville, FL 32204. This is the corporate address for Fidelity National Financial; so they are also a  
21 subsidiary of Fidelity. LSI's Oregon Corporation Registry number is 238928-96 and its "REGISTERED  
22 AGENT" is CT Corporation.

23 Seterus Inc. et al, formerly LBP, formerly DocX, is one of the largest trustee companies in the nation. The  
24 parent corporation of LBP is IBM. The CEO of IBM is defendant Virginia M Rometty. Defendant Greg  
25 Sullins was Executive Director of IBM Lender Business Process Services, Inc. and a Member of Board  
26 for IBM Lender Business Process Services, Inc. This referenced group of defendants will hereafter be  
27 referred to collectively as **the IBM/LBP/Fidelity Enterprise**.

28 Cal-Western is a Prommis Solutions company, according to Prommis' website, <http://www.prommis.com>,  
29 which states that Cal-Western is: "One of the largest trustee companies in the nation, Cal-Western  
30 Reconveyance Corporation, a subsidiary of Prommis Solutions provides non-judicial foreclosure services  
31 to mortgage servicers, investors and law firms in Alaska, Arizona, California, Hawaii, Idaho, Nevada,  
32 Oregon, Texas, Utah & Washington."

33 Defendants Monica Mora, Tina Jones, Josh Magnuson, Suzanne Eaton, John Kee are executive officers of  
34 Cal-Western and Prommis. The group of above named defendants will hereafter be referred to  
35 collectively as **the Prommis Enterprise**.

### 36 **Summary of the 2008 Fraudulent Assignment of Deed of Trust and Defendants Involved**

37 On August 27, 2008 two additional fraudulently fabricated "Corporate Assignment of Deed of Trust"  
38 documents were filed with Washington County by MGC and their cohorts. These fraudulently fabricated  
39 documents were signed by defendants Masse Adjetej, Mary K. Olson, Betty Wright and Diane M.  
40 Meistad.

41 Lax policies at the Minnesota Secretary of State Notary Division, just like with the Texas Secretary of  
42 State Notary Division make it difficult for consumers who have been victimized and have suffered  
43 damages caused by perjured or forged notarization of legal documents, such as those used in foreclosures,  
44 including the Plaintiff's to investigate and obtain documentation to prove fraud in a court. Due to these  
45 lax policies it was impossible for Plaintiff to obtain an official signature for Minnesota notaries Mary K.  
46 Olson and Diane M. Meistad for authentication.



Defendant MGC Mortgage is owned by defendant D. Andrew Beal (Andy Beal). Andy Beal is a Texas billionaire with close ties to both former Presidents Bush and former Vice President Richard Bruce "Dick" Cheney. Andy Beal is also a renowned international gambler and tax evader. He along with defendants Jacob Cherner, Molly Curl, William Mynatt, David Allison hold top executive offices for Beal Bank, MGC, LVN, and Dovenmuehle. This referenced group of defendants is hereafter referred to collectively as **the Beal Enterprise**.

The Beal Enterprise has had thousands of "affiliated" business entities and/or subsidiaries created for as subsidiaries or other related business entities by defendants CT Corporation and/or CT Corporation Systems.

#### **Summary of the 2011 fraudulent foreclosure attempt and defendants involved**

The fraudulently fabricated Rescission of Notice of Default filed with Washington County Oregon on February 24, 2011 was signed by defendants Pamela Campbell and Rosalyn Hall. These defendants committed perjury and/or forgery and other acts of fraud in preparing these documents in behalf of defendants the Goldman Enterprise and the Beal Enterprise.

The fraudulently fabricated "Appointment of Successor Trustee" filed with Washington County Oregon on April 22, 2011 naming LSI as the "Successor Trustee" was signed by defendants Bernadette McDonnell and Lori Beddard; and the "Notice of Default and Election to Sell" also filed with Washington County Oregon on April 22, 2011 was signed by defendants B. Bernadine and Enedina O. Sanchez in behalf of Quality Loan Service Corporation, hereafter referred to as QLS.

QLS, is an Arizona corporation (File Number: F-0806418-6) and has listed as its foreign address: 2141 5TH AVE, SAN DIEGO, CA 92101. This is the same address stated on the foreclosure document described below.

The President and CEO of QLS is defendant Kevin R. McCarthy. The Chairman of QLS is Thomas J. Holthus. The Vice President of QLS is

The Beal Enterprise conspired and colluded with defendants QLS and LSI to fraudulently fabricate these above named documents.

As with the earlier deed of trust documents filed with Washington County, the documents are signed by proven robo-signers claiming to be top executive officers of financial institutions where they were neither employed nor held such top executive positions. These documents were fraudulently notarized by individuals who were not the commissioned notary and/or by notaries committing perjury. These documents make additional false claims intended to give the appearance of authenticity with intent to defraud Plaintiff, Oregon government officials and courts. Copies of these fraudulently fabricated legal instruments/documents are also included in **Exhibit B**.

#### **Defendants involved in the 2012 active fraudulent foreclosure**

The Beal Enterprise was the primary beneficiary of this fraudulent foreclosure attempt.

The Beal Enterprise again colluded and conspired with other named defendants to fraudulently fabricate a new set of deed of trustee documents and file them in Washington County Oregon to once again initiate a fraudulent trustee's sale of Plaintiff's home.

The named trustees and/or servicers and/or preparers in this fraudulent foreclosure attempt are: 1) LIS; 2) QLS; and 3) NTS.

Defendant David Fennell, a lawyer, is a principal owner of NTS, which by its own account has handled more than 250,000 foreclosures. He along with defendant Stephen Routh, also an attorney, and a principal owner of NTS, created numerous "affiliated" companies for the purpose of deceiving and defrauding homeowners, including the Plaintiff; government agencies, including Washington County Oregon; the



1 courts; and law enforcement into believing they have a legal right to foreclose on real properties in behalf  
2 of their clients when they in fact do not.

3 Defendants David Fennell, Stephen Routh and NTS, hereafter referred to collectively as **the NTS**  
4 **Enterprise**.

5 Numerous "affiliated" business entities and subsidiaries have been created for the NTS Enterprise by  
6 defendants CT Corporation and/or CT Corporation Systems. Just like with NTS, LSI, and the  
7 LBP/Fidelity Enterprise and the Beal Enterprise and other defendants in this complaint have had  
8 numerous "affiliated" business entities and subsidiaries created for them by defendants CT Corporation  
9 and/or CT Corporation Systems

10 CT Corporation provides a service that clouds transparency and allows individuals, corporations and other  
11 business entities who want to hide their identity as an owner of and/or their involvement with other  
12 business entities to do so easily.

13 Companies that intend to commit fraud or engage in illegal activities, such as money laundering and tax  
14 evasion are much more likely to use such services than honest business owners with nothing to hide.

15 The corporate parent of CT Corporation and/or CT Corporation Systems is Wolters Kluwer, Nederland  
16 bv, Wolters Kluwer International Holding bv, and Wolters Kluwer et al. Wolters Kluwer is the largest  
17 investment firm in the world. Defendant Nancy McKinstry is the CEO of Wolters Kluwer. This group of  
18 defendants is hereafter referred to collectively as **the CT Enterprise**.

19 All these defendants conspired and colluded with each other to deceive and defraud the Plaintiff,  
20 Washington County Oregon, the courts and law enforcement; and by doing so caused Plaintiff significant  
21 financial damages and personal injury beginning in 2006 and continuing into the present.

22 Furthermore they have done the same with hundreds of thousands of other U.S. homeowners, and have  
23 turned their banks and financial institutions into criminal enterprises as defined by 18 USC § 1961, the  
24 Racketeer Influenced and Corrupt Organizations Act. These defendants unjustly enrich themselves  
25 through their criminal activities with no concern for the horrendous personal injury they cause their  
26 victims.

#### IV. STATEMENT OF CLAIMS

##### Claim I

*State here as briefly as possible the facts of your case. Describe how each defendant was involved, when the conduct occurred, and any injuries you have suffered as a result. It is not necessary to give any legal arguments or cite any cases or statutes.*

The Oregon Trust Deed Act, ORS 86.735(1), requires certain statutory requirements be met before a foreclosure and trustee's sale can take place. Not only must the original trust deed be recorded, but all successive assignments of that trust deed, must be recorded as well. Without this "chain of title," there is no way to know if the entity conducting the foreclosure has any right to do so. Without knowing the "genealogy" of the entire loan (i.e. who had owned it), from start to finish, it is impossible to know who has the legal right of foreclosure today.

In or around November 2011 Plaintiff discovered that the Goldman Enterprise and/or the Prommis Enterprise had no legal standing to foreclose on her deed of trust in 2006.

Only the original deed of trust on Plaintiff's property filed by PCHL on **March 1, 2004**, in Washington County, Oregon, as record number 2004-019937 is legally valid. All subsequent assignments, substitution of trustee documents and trustee sale notices filed after **March 1, 2004** have been fraudulently fabricated with intent to deceive and are therefore invalid and void by law.

No assignment of deed of trust was ever filed from PCHL to EMC or its corporate parent, Bear Stearns. This constitutes a break in the "chain of title." EMC had no legal right to "sell" Plaintiff's deed of trust when no legal transfer occurred from PCHL to EMC.

PCHL was the only legal beneficiary, besides the Plaintiff, of said deed of trust. PCHL filed Chapter 11 in March 2007 and the company was dissolved shortly thereafter. Therefore Plaintiff and her heirs are the only remaining beneficiaries of the deed of trust on her property.

All the fraudulently fabricated foreclosure documents filed with Washington County are signed by infamous robo-signers claiming to be top executive officers of financial institutions where they were neither employed nor held such top executive positions. These documents were fraudulently notarized by individuals who were not the commissioned notary and/or by notaries committing perjury. These documents make additional false claims intended to give the appearance of authenticity with intent to defraud Plaintiff, Oregon government officials and courts.

Robo-signed falsifications ARE MEANT FOR USE IN COURT, whether or not a State has judicial or non-judicial foreclosures. A necessary purpose for these documents, AFTER the non judicial foreclosure, is the eviction of the rightful owners afterward. Even when foreclosures are non-judicial, evictions afterwards still are conducted in court. The process moves quickly as these foreclosures are most often "rubber stamped" by skeptical judges causing American citizens to be wrongly and criminally evicted from their homes. Once these documents make it into court, the bank officers and their lawyers become guilty of FELONIES.

The signature of a qualified bank or mortgage official on legal documents such as these is supposed to guarantee that the information they contain is accurate. The paper trail that ensures a legal chain of title on a property has been the backbone of U.S. property ownership for more than 300 years.

The "robo-signing of affidavits and assignments of mortgage and all other mortgage foreclosure documents that began to appear in public records after the year 2000 served to cover up the fact that loan servicers cannot demonstrate the facts required to conduct a lawful foreclosure. Robo-signers who sign off on loans without review commit fraud by claiming knowledge of a financial matter of which they had no personal knowledge.

1 Notarization is a recording requirement for many of these documents. These documents are not  
2 recordable without good notarization. The reason these documents are notarized in the first place is  
3 because otherwise they will not be accepted by the county recorder.

4 Robo-signers are illegal because fraud cannot be the basis of clear title; trustee's deeds following robo-  
5 signed sales are void as a matter of law. Notarization done with deliberate perjury and forgery, as was  
6 done in Plaintiff's case and in many hundreds of thousands of other cases, is FRAUD. A notary who  
7 helps commit real estate fraud is liable for damages.

8 Clear title may not derive from a fraud (including a bona fide purchaser for value).

9 In the case of a fraudulent transaction the law is well settled. Numerous authorities have established the  
10 rule that an instrument wholly void, such as an undelivered deed, a forged instrument, or a deed in blank,  
11 cannot be made the foundation of a good title, even under the equitable doctrine of bona fide purchase.

12 Consequently, the fact that a purchaser acted in good faith in dealing with persons who apparently held  
13 legal title, when they in fact did not, is not in itself sufficient basis for relief.

14 It is the general rule that courts have power to vacate a foreclosure sale where there has been fraud in the  
15 procurement of the foreclosure decree or where the sale has been improperly, unfairly or unlawfully  
16 conducted, or is tainted by fraud, or where there has been such a mistake that to allow it to stand would be  
17 inequitable to purchaser and parties.

18 Hence, if forged Robo-signed signatures are used to obtain the foreclosure, it CERTAINLY makes a  
19 difference in non-judicial foreclosure states, like Oregon, as well as in judicial states.

20 Therefore, neither the Ally/GMAC/Cerberus Enterprise, nor the Goldman Enterprise had legal standing to  
21 foreclose on Plaintiff's deed of trust in 2006. Nor did they have legal standing to "sell" a deed of trust on  
22 Plaintiff's property to the Beal Enterprise. Nor did they ever have any legal right to collect payments from  
23 Plaintiff.

24 The Beal Enterprise had no legal standing to foreclose on Plaintiff's deed of trust in 2011 and still has no  
25 legal standing to do so in 2012 because none of the transfers or assignment of trust deed, substitution of  
26 trustee, or notice of default, or notice of intent to sell instruments filed with Washington County by their  
27 predecessors were legal.

28 The defendants named in Plaintiff's complaint are plaintiffs in eviction cases following successful  
29 foreclosures. When such foreclosures are achieved through use of fraud then the Doctrine of Unclean  
30 Hands provides that plaintiff's misconduct in a matter before a court makes his hands "unclean" and he  
31 may not hold with them the pristine remedy of injunctive relief. The unclean hands rule requires that the  
32 plaintiff not cheat, and behave fairly. The plaintiff must come into court with clean hands, and keep them  
33 clean, or he or she will be denied relief, regardless of the merits of the claim.

34 Verified eviction complaints, perjured motions for summary judgment, and all other eviction paperwork  
35 after robo signed non judicial foreclosures are illegal and void. The paper work itself is void. The sale is  
36 void.

37 The only way to clean up the hundreds of thousands of effected titles is through litigation, because even  
38 now the big banks and financial institutions, their subsidiaries and cohorts (all defendants named in this  
39 case) will simply not do the right thing of their own accord.

40 **Contract breach nullifies the contract**

41 Even if the deed of trust assignments in Plaintiff's case were legal, and they clearly are not, any mortgage  
42 contract that once existed between PCHL and the Plaintiff was breached long ago by MGC's predecessors  
43 and in such an egregious manner as to make that contract null and void.



1 A mortgage is a contract; and as with all contracts it carries with it an expectation of performance by both  
2 parties. Every mortgager or borrower enters into a loan or mortgage contract with the expectation that  
3 when he/she makes payments the mortgagee or lender will properly account for those payments and apply  
4 them to the loan principal. If the mortgagee/lender makes a mistake and the borrower proves the lender  
5 made a mistake, the borrower has the reasonable expectation that the lender will correct the mistake. This  
6 did not happen in Plaintiff's case.

7 Plaintiff in 2006 proved to EMC's self proclaimed successor, Litton, that she did not miss any payments  
8 and was not in default; yet EMC and Litton refused to correct their mistakes and postpone their trustee's  
9 sale in 2006.

10 Every mortgager or borrower enters into a loan or mortgage contract that includes an escrow agreement  
11 with the expectation that the mortgagee or lender will pay the property taxes and home owner's insurance  
12 on time. This did not happen in Plaintiff's case. Litton defaulted on Plaintiff's property taxes and caused  
13 her to be put into a situation where she was thereafter unable to insure her property.

14 FURTHERMORE defendants' refusal to correct their mistakes caused Plaintiff to suffer significant  
15 financial damages and personal injury. Restitution for the financial damages thus caused to the Plaintiff  
16 by the defendants far exceeds any amount the defendants might claim against her had the contract not  
17 been made null and void by their breach.

## 18 **Claim II**

### 19 **Willful Destruction of Plaintiff's Consumer Credit for Unjust Financial Gain**

20 Plaintiff's high equity value in her home in 2006 was not the only reason defendants "had no incentive" to  
21 right the wrong they perpetrated against her. Plaintiff recently learned that her credit was willfully  
22 damaged by defendants the Chase Enterprise, the Ally/GMAC/Cerberus Enterprise and the Goldman  
23 Enterprise and their co-conspirators because the value of a mortgage backed security (MBS) is based on  
24 an average. Wall Street banks needed to include a few high value mortgages in each MBS that included  
25 mostly toxic loans to skew its value to deceive investors. To do this they targeted senior homeowners  
26 with a lot of equity in their homes, including the Plaintiff.

27 Once these high value mortgages are included in a MBS pool banks need to prevent them from leaving  
28 the pool through refinance or early payoff; hence defendants were highly motivated to make fraudulent  
29 claims of missed payments; create artificially inflated payoff balances through exorbitant and frivolous  
30 fees; and to abuse consumer credit reporting by providing false negative reporting to prevent these older  
31 homeowners, including the Plaintiff, from refinancing their mortgage or being able to sell their homes.  
32 This is a violation of 15 U.S.C. 1601 et seq., the Consumer Credit Protection and Truth in Lending Acts.

33 Furthermore defendants the Chase Enterprise, the Ally/GMAC/Cerberus Enterprise, the Goldman  
34 Enterprise, the Beal Enterprise and their co-conspirators had incentive to fraudulently claim Plaintiff was  
35 in default on her mortgage so they could cash in on their credit default swaps. (See Claim VII.)

36 The credit reporting industry has become the modern day purveyor of one's public reputation. It is an  
37 industry created by and for banks. A person's credit rating determines how much they pay for insurance  
38 and health care, for housing, for financing and for education. It can bar a person from a job, or from  
39 having a checking account. It can bar a small business owner from competing in government and private  
40 bids for work contracts. It can have especially dire consequences for the success of small business  
41 enterprises, and many have folded causing jobs to be lost. The resulting economic crash and economic  
42 hardship it causes to Plaintiff and other formerly employed Americans further perpetrates a negative  
43 effect on consumer credit reports and predicates that the defendants will ultimately force homeowners  
44 into foreclosure and siege their property. They thus create the very circumstances that allow them to  
45 unjustly enrich themselves.

1 The defendants and their co-conspirers have subjected Plaintiff and millions of other American citizens to  
2 arbitrary interference with their privacy, their families, their employment and their homes and have  
3 attacked their honor and reputation through willful abuses of the credit reporting industry.

4 False negative reporting effects consumer credit for at least seven years and bankruptcy destroys a  
5 consumer's credit for ten years. Given the Plaintiff's age and disabilities it is impossible for her during the  
6 remainder of her lifetime to regain the credit worthiness she once enjoyed before the defendants willfully  
7 destroyed her credit rating. The cost of bad credit is estimated by legal professionals to be at least  
8 \$500,000.

9 Damaged credit has had a profound impact on the quality of Plaintiff's life since 2006. She was unable to  
10 get health insurance due to her destroyed credit. A policy with a \$5,000 per year deductible would cost  
11 her \$1,200 per month; while a policy with a \$500 per year deductible would have cost her only \$350 per  
12 month had her credit not been destroyed by the defendants.

13 Plaintiff paid nearly \$50,000 out-of-pocket for medical care and diagnostic tests in 2008 and 2009. Had  
14 her credit not been willfully destroyed by defendants she would have instead paid \$9,900 for health  
15 insurance premiums and deductibles during this same time.

16 Plaintiff has been diagnosed with chronic medical conditions resulting in permanent disabilities that have  
17 prevented her from working since October 2009. Now since she has a pre-existing chronic condition she  
18 will never be able to afford health insurance. Professional estimates for the cost of lifelong medical care  
19 for someone with her medical conditions average \$3 million.

20 Plaintiff has had no access to medical care or to viable treatment since October 2009 as a result she was  
21 forced to endure horrific chronic pain and physical suffering, neurological dysfunction, loss of mobility,  
22 deformity of joints and bones that would have been preventable if she had access to health care.

23 Plaintiff must also pay much higher premiums for automobile and homeowners insurance (if she could  
24 get a homeowners policy) because the cost of all insurance is based on consumer credit reports.

25 Plaintiff is unable to finance needed repairs on her home and this causes a reduction in its fair market  
26 value. She is unable to finance renewable energy solutions that would over time reduce her cost of living.

27 Plaintiff has been denied employment and her company has been denied contract opportunities because of  
28 her credit willfully damaged by the defendants. Plaintiff has suffered significant loss of income from the  
29 defendants' willful destruction of their credit and from the defendants' willful destruction of our  
30 economy.

### 31 **Claim III**

#### 32 **Personal Injury caused to Plaintiff's by Defendants' Fraud**

33 Long-term stress and anxiety caused by the constant fear of losing her home to fraud affected the  
34 Plaintiff's health. She began to suffer from frequent infections, migraines, light sensitivity, fatigue,  
35 insomnia, breathing problems, acute sensitivities to chemicals, balance problems, muscle weakness,  
36 chronic pain and neurological damage and problems with concentration and memory starting in late 2005  
37 and continuing into the present.

38 Plaintiff's medical records give evidence to the fact that her health was severely damaged by the intense  
39 and prolonged stress caused by the fraud perpetrated against her by the defendants.

40 Her poor health affected her ability to earn income. Extended bouts with unemployment due to failing  
41 health caused Plaintiff significant loss of both past and future income.

42 Defendants' fraud and willful destruction of Plaintiff's credit made it impossible for her to obtain health  
43 insurance and effectively denied her access to medical care and as a result she was forced to endure years



1 of horrific physical pain and mental suffering, neurological dysfunction; loss of mobility, deformity of  
 2 joints and bones. This damage is likely not reversible and Plaintiff now suffers from permanent  
 3 disabilities as a result.

4 In addition defendants' criminal activities perpetrated against the Plaintiff and against hundreds of  
 5 thousands of other U.S. homeowners and against the U.S. and individual State governments brought on an  
 6 economic crisis that caused the loss of 95% of the value of Plaintiff's 401K retirement plan amounting to  
 7 a loss of approximately \$150,000.

8 Financial compensation can provide Plaintiff with counseling and pain relief treatments as well as with  
 9 appropriate medical treatments to prevent further physical damage. Financial compensation can also ease  
 10 Plaintiff's stress and provide her with medical and technological devices that can improve the quality of  
 11 her life and allow her to live more independently with her disabilities moving forward.

#### 12 **Claim IV**

##### 13 **Plaintiff denied due process in violation of the Fifth Amendment to the United States Constitution**

14 Plaintiff contacted several attorneys in 2008 through 2011 and was told it would be exceptionally difficult  
 15 to win a case against deep pockets like Bear Stearns/Chase and Goldman Sachs such defendants use their  
 16 vast wealth to increase legal costs for their adversaries beyond their ability to pay so they are thereby  
 17 forced them to give up their fight for justice.

18 This is a deliberate abuse of wealth acquired by these defendants through unjust enrichment to prevent the  
 19 homeowners they have victimized from seeking and receiving due process of the law.

20 Furthermore these defendants have abused their wealth acquired through their criminal activities and  
 21 resultant unjust enrichment to bribe or otherwise unduly influence members of Congress, officers or  
 22 employees of agencies of the United States, and other executive, legislative, or judicial branches of the  
 23 United States Government to enact laws that are advantageous to the continuation of their criminal  
 24 activities to the detriment of Plaintiff and other citizens of the United States attempting to seek legal  
 25 redress for their injuries; and/or to cause such government officers and agencies to look away and fail to  
 26 take action to hold these defendants accountable for their criminal activities. This is a violation of 18 USC  
 27 § 203.

28 The corruption of members of Congress, officers or employees of agencies of the United States, and other  
 29 executive, legislative, or judicial branches of the United States Government by these defendants has  
 30 become so entrenched that the United States Government is an accomplice in depriving Plaintiff and  
 31 countless other United States citizens of their property, without due process of law.

32 Defendant former Texas Senator Phil Gramm was the primary author and proponent of the Gramm-  
 33 Leach-Bliley Act that effectively repealed the Glass-Steagall Act, and the Commodity Futures  
 34 Modernization Act of 2000 which kept derivatives transactions, including those involving credit default  
 35 swaps, free of government regulation. This legislation upended the sensible restraints on finance capital  
 36 and opened the door to the massive bank fraud that caused Plaintiff to suffer financial damage and  
 37 personal injury. Phil Gramm was rewarded with an executive position with USB Bank and a multi-  
 38 million dollar salary.

39 Defendant former Vice President James Danforth Quayle (Quayle) who also served as United States  
 40 Congressman and Senator from the State of Indiana, was rewarded for his support of bank de-regulation  
 41 legislation that caused Plaintiff to suffer financial damage and personal injury with a multi-million dollar  
 42 per year salary as Chairman of Cerberus Global Investments LLC and Cerberus Capital Management,  
 43 L.P., a multi-billion dollar private equity firm. He's also served as director of Aozora Bank, Tokyo, Japan  
 44 a subsidiary of Cerberus, and is a member of the Board of Directors of Nippon Credit Bank in Tokyo.



1 Such overseas subsidiaries and/or affiliate enterprises provides a means for the named defendant  
2 Enterprises to launder their ill gotten wealth and avoid paying their fair share of taxes, thus over  
3 burdening Plaintiff and other less wealthy citizens with a disproportionate share of the cost of military  
4 services, public safety programs, social service programs and national infrastructure projects required to  
5 maintain a civilized nation.

6 Defendant John W. Snow (Snow) former Treasury Secretary under former President George W. Bush was  
7 also rewarded with a top executive position with defendant Cerberus for his support of bank de-regulation  
8 legislation that caused Plaintiff to suffer financial damage and personal injury.

9 Bribery of public officials and witnesses and compensation to Members of Congress, officers, and others  
10 in matters affecting the Government are violations of 18 USC Chapter 11.

11 Snow has personally lobbied then Treasury Secretary Henry M. Paulson and others for a federal rescue  
12 that would salvage Cerberus's investments in Detroit." A housing bailout passed in 2008, contained a tax  
13 write-off provision inserted in the form of a depreciation credit against taxes that was drafted so that it  
14 could only possibly apply to Cerberus, in an amount up to \$30,000,000 a year!

15 This was a violation of 18 USC Chapter 11 § 208.

16 The New York Times wrote on July 16th: " In retrospect, Congress felt bullied by Mr. Paulson last  
17 year. Many of them fervently believed they should not prop up the banks that had led us to this crisis —  
18 yet they were pushed by Mr. Paulson and Mr. Bernanke into passing the \$700 billion TARP, which was  
19 then used to bail out those very banks."

20 Mr. Ben Bernanke is the Federal Reserve Chairman. The Federal Reserve Board is dominated by CEOs of  
21 big Wall Street Banks.

22 On July 17, 2012 US Federal Reserve chairman, Ben Bernanke, said the process for setting the rate was  
23 "structurally flawed" and that he could not guarantee its reliability. Mervyn King, the Bank of England  
24 governor, said that deliberately rigging the Libor rate for private gain is "my definition of fraud."

25 On June 12, 2012, the eve of Senate testimony by JPMorgan Chase CEO Jamie Dimon, Senator Bernie  
26 Sanders (I-Vt.) released to the public the detailed findings on Dimon and other Fed board members whose  
27 banks and businesses benefited from Fed actions.

28 Government Accountability Office records that shows more than \$4 trillion in near zero-interest Federal  
29 Reserve loans and other financial assistance went to the banks and businesses of at least 18 current and  
30 former Federal Reserve regional bank directors in the aftermath of the 2008 financial collapse.

31 "This report reveals the inherent conflicts of interest that exist at the Federal Reserve. At a time when  
32 small businesses could not get affordable loans to create jobs, the Fed was providing trillions in secret  
33 loans to some of the largest banks and corporations in America that were well represented on the boards  
34 of the Federal Reserve Banks. These conflicts must end," Sanders said.

35 The GAO study found that allowing members of the banking industry to both elect and serve on the  
36 Federal Reserve's board of directors creates "an appearance of a conflict of interest" and poses  
37 "reputational risks" to the Federal Reserve System.

38 In Dimon's case, JPMorgan received some \$391 billion of the \$4 trillion in emergency Fed funds at the  
39 same time his bank was used by the Fed as a clearinghouse for emergency lending programs. In March of  
40 2008, the Fed provided JPMorgan with \$29 billion in financing to acquire Bear Stearns. Dimon also got  
41 the Fed to provide JPMorgan Chase with an 18-month exemption from risk-based leverage and capital  
42 requirements. And he convinced the Fed to take risky mortgage-related assets off of Bear Stearns balance  
43 sheet before JP Morgan Chase acquired the troubled investment bank.

44 Another high-profile conflict involved Stephen Friedman, the former chairman of the New York Fed's  
45 board of directors. Late in 2008, the New York Fed approved an application from Goldman Sachs to

1 become a bank holding company giving it access to cheap loans from the Federal Reserve. During that  
2 period, Friedman sat on the Goldman Sachs board. He also owned Goldman stock, something that was  
3 prohibited by Federal Reserve conflict of interest regulations. Although it was not publicly disclosed at  
4 the time, Friedman received a waiver from the Fed's conflict of interest rules in late 2008. Unbeknownst  
5 to the Fed, Friedman continued to purchase shares in Goldman from November 2008 through January of  
6 2009, according to the GAO.

7 Defendant James Dimon served as a class "A" Director of the Board of Directors of the New York  
8 Federal Reserve since January 2007, while also serving as the CEO and chairman of JP Morgan Chase.  
9 How is this not a conflict of interest?

10 The Federal Reserve provided \$29 billion to help facilitate Chase's 2008 acquisition of Bear Stearns for  
11 \$10 per share. Wall Street insiders consider the bringing down of Bear Stearns the biggest financial crime  
12 ever perpetuated. Veteran Wall Streeters believe that Bear was the victim of a malicious attack to  
13 deliberately drop its stock price fueled by people who had an interest in the fall of Bear Stearns.

14 James Dimon and Chase profited the most from the fall of Bear Stearns. Chase's acquisition of Bear  
15 Stearns helped make it the largest bank in the United States by assets and market capitalization. It is  
16 arguably now the most influential financial institution in the world.

17 As Chase's Chairman, President and CEO, James Dimon oversaw the transfer of \$25 billion in bailout  
18 funds from the U.S. Treasury Department to Chase in October 2008, via the Troubled Asset Relief  
19 Program (TARP) to help troubled assets related to residential mortgages. Chase played a central role in  
20 the subprime disaster that caused much misery to many Americans, including the Plaintiff.

21 Plaintiff endured the humiliation and frustration of extreme poverty for years because of public policy  
22 that favors the very wealthy at the expense of hard working Americans like her. James Dimon uses his  
23 lavish public relations budget to obtain flattering media exposure to sway public opinion and to influence  
24 our elected representatives in Congress, the Senate and the White House. He's uses his public platform  
25 for, among other things, arguing for unwise public policy and against bank regulation; thus forcing the  
26 American people to suffer financial hardships while Dimon, his colleagues and other criminal co-  
27 conspirators, including defendant Lloyd Craig Blankfein, continue to draw multi-million dollar yearly  
28 salaries and use their ill-gotten wealth to exhort undue influence to write legislation and shape public  
29 policy so they can continue to siphon taxpayer funds into their corrupt criminal financial institutions and  
30 their own personal pockets.

31 Defendant Sandy Weill, former CEO and chairman of Citigroup in 1999 convinced former President Bill  
32 Clinton to sign off on the Republican-sponsored Gramm-Leach-Bliley Act. In his memoir Weill brags  
33 that he and Republican Senator Phil Gramm joked that it should have been called the Weill-Gramm-  
34 Leach-Bliley Act. Informally, it was called "the Citigroup Authorization Act" because in 1998 Citicorp (a  
35 commercial bank holding company) merged with Travelers Group (an insurance company) to form the  
36 conglomerate Citigroup, a corporation combining banking, securities and insurance services. This \$76  
37 billion merger completed in October 1998 was in violation of the Glass-Steagall Act.

38 Citigroup under Weill financed frauds like Worldcom and Enron without a second thought. Its stock  
39 market analyst Jack Grubman, who was supposed to be dispensing unbiased advice to investors,  
40 moonlighted as an investment banker, thus raking in fees from companies whose shares he was touting to  
41 unsuspecting investors.

42 Weill himself prodded Grubman to upgrade shares of AT&T, where he was a board member. He did it at  
43 a time when the firm was vying for a lucrative role as an AT&T underwriter. When Grubman did as he  
44 suggested, and his bankers won the deal, he then got Grubman's kids into a fancy pre-school in  
45 Manhattan, which Grubman once lamented was harder to get into than "Harvard."



1 In 1999 Weill was the highest paid CEO in the country with a salary of \$230 million. Citigroup went on  
2 to be a major purveyor of toxic mortgage-based securities that required \$45 billion in direct government  
3 investment and a \$300 billion guarantee of its bad assets in order to avoid bankruptcy. Weill bailed out of  
4 Citigroup before the crash and went "laughing all the way to the bank." Like his 1929 predecessors Weill  
5 cashed out leaving hard working American taxpayers, including the Plaintiff, to suffer the consequences.

6 Justice in the United States is not supposed to be for sale to the highest bidder.

7 Due to these blatant occurrences of fraud that have been and continue to be perpetrated against the  
8 Plaintiff and other American citizens; and Plaintiff's State of Oregon and other U.S. States; and Plaintiff's  
9 County of Washington and other local governments by the named defendants as banks and other financial  
10 institutions; as employees of these defendant banks and other financial institutions; and as managers and  
11 top executive officers of these defendant banks and other financial institutions, it must be concluded that  
12 the United States Government has been and is an accomplice in the attempted confiscation of Plaintiff's  
13 property, and the confiscation of property belonging to hundreds of thousands of other U.S. citizens  
14 without due process of the law in violation of their Fifth Amendment rights.

15 This is the only logical conclusion that can be inferred when these of crimes of fraud including robo-  
16 signing, fraudulent foreclosures, investor fraud, rigging of libor, etc have been made public as far back as  
17 2008 yet none of the men and women perpetrating these crimes or their financial institutions have been  
18 held accountable for their crimes by the United States Government. These individuals are still  
19 perpetrating the same crimes and pocketing Trillions of dollars when they belong in prison!

20 They are not yet in prison because they have paid off members of our U.S. Congress, Senate, our former  
21 Presidents and other elected government officials and agencies.

22 Although Plaintiff is filing this complaint pro-se she knows she is doing so at a horrific disadvantage, but  
23 she is helpless to do otherwise. Most of the defendants' other victims do not have the education or  
24 capacity to even attempt to represent their cases pro-se.

25 According to The National Center for State Courts, courts are continuing to see an increase in the  
26 numbers of litigants who represent themselves and statistics regarding pro-se litigants are very disturbing  
27 for those who know the issues regarding the courts and legal counsel in this country.

28 Slightly over 88% of judges surveyed believed that the extent to which litigants committed procedural  
29 errors was a problem for pro se litigation.

30 Studies of the trends in pro-se litigants show that the vast majority of them have modest incomes.

31 The website for The National Center for State Courts:

32 <http://www.ncsconline.org/wc/publications/memos/prosestatsmemo.htm>

33 Most of the homeowners victimized by defendants the Beal Enterprises, the Goldman Enterprises, the  
34 Chase Enterprises, the Ally/GMAC/Cerberus Enterprise and other large financial Enterprises like them,  
35 have no choice but to litigate pro-se because the very actions perpetrated against them by these defendants  
36 and for which they seek legal redress have caused them to become impoverished.

37 These cases are all very complex; made so deliberately by the criminal activities of the defendants with  
38 intent to thwart consumers' ability to seek legal redress and to prevent them from prevailing whenever  
39 they do. Even trained attorneys struggle to adequately represent their clients' rights in such cases; yet pro-  
40 se litigants must take on these very complex cases without training in the law and without confidence in  
41 their ability to adequately present their case or follow expected procedures.

**Claim V**

Furthermore the United Nation's Universal Declaration of Human Rights Article 25 (1) states "Everyone has the right to a standard of living adequate for the health and well-being of himself and of his family, including food, clothing, housing and medical care and necessary social services, and the right to security in the event of unemployment, sickness, disability, widowhood, old age or other lack of livelihood in circumstances beyond his control."

Article 8 of the United Nation's Universal Declaration of Human Rights Article states: "Everyone has the right to an effective remedy by the competent national tribunals for acts violating the fundamental rights granted him by the constitution or by law."

Article 17(2) of the United Nation's Universal Declaration of Human Rights Article states: "No one shall be arbitrarily deprived of his property."

The defendants have in their unrelenting pursuit of personal wealth at all costs and through all means, including criminal activity, have deprived the Plaintiff and millions of other humans across the globe our very basic of human rights.

The United States Government condemns other countries for violations of human rights while the human rights of millions of its own citizens are violated daily and it supports the perpetrators of crimes against humanity, the big Wall Street Banks and their co-conspirators in crime, by failing to take action to stop their crimes or to hold those responsible accountable for their crimes. The trillions of dollars stolen from the American people, including the Plaintiff, would be returned if the ill-gotten wealth of these defendants was confiscated and returned to the people.

**Claim VI**

Plaintiff learned in 2011 and 2012 that the value of a mortgage backed security, hereafter referred to as MBS, is based on an average. Wall Street banks needed to include a few high value mortgages in each MBS with mostly toxic loans to skew its value to deceive investors.

To do this they targeted older homeowners with a lot of equity in their homes and good credit, including the Plaintiff.

Once these high value mortgages are included in a MBS banks need to prevent them from leaving through refinance or early payoff; hence they were highly motivated to make fraudulent claims of missed payments; create artificially inflated payoff balances through exorbitant and frivolous fees; and to abuse false negative consumer credit reporting to prevent these older homeowners, including the Plaintiff, from refinancing their mortgage or being able to sell their homes.

In essence the defendants identified as "Enterprises" have conspired to hold the Plaintiff's home (property) hostage as long as it serves their profit needs. While they have done this she has been unable to sell her home. Property values have since plummeted and Plaintiff's property lost at least \$70,000 of its market value.

Defendants targeted Plaintiff's property for a fraudulent mortgage and conspired with each other in order to skew the value of a securitization with intent to deceive investors in a violation of 18 USC § 1348 et seq.

**Claim VII**

Credit Default Swaps, hereafter referred to as CDSs, are at the heart of the global financial crisis.

CDSs are completely unregulated by our government because until recently the government knew almost nothing about them due to the cunning manner in which they were created by the defendants and their co-conspirators.

CDSs are like insurance policies on company debt. When a big business wants to raise money it can sell a corporate bond or IOU. An investor buys the bond then buys a CDS as insurance. The swap seller promises to pay the value of the bond if the company goes bust.

CDSs started out as a way for investors, including banks, to lower their risk in the marketplace, but these days most buyers of CDSs don't invest in the original companies. They just buy them in the hope the company will fail.

Defendant Enterprises named in this complaint and their bosses, and their co-conspirators insured their mortgage backed securities (MBSs) with CDSs. This caused a scenario that is the same as if everyone on your block could buy insurance on your house in the hopes it collapses or catches fire. This scenario creates tremendous incentive for those "investors" who are truly "gamblers" to cause the destruction of your home so they can collect on the insurance pay-out.

CDSs are essentially a giant Ponzi scheme destined to collapse because the earnings, if any, are less than the payments to investors. The defendants and their co-conspirators know this, and ultimately they have created hedge funds and other financial instruments structured to deceive the FDIC into believing they meet requirements for FDIC insurance. American taxpayers will ultimately be left holding the bag when the defendants' Ponzi scheme collapses causing U.S. citizens, including Plaintiff and her heirs, and citizens of countries all across the globe, tier children and their grandchildren for many generations to be thrust into perpetual debt slavery.

The defendants have recklessly gambled with the Plaintiff's life and property with callous disregard for the serious personal injury, pain and suffering they have caused her.

Defendants and their co-conspirators created corporations and other business entities structured to legally avoid government regulation and to thwart discovery of the real owners and beneficiaries of their illegal businesses and activities.

Defendants Dimon and Blankfiend and other top executives at Chase, Goldman Sachs and the CEOs of other "too big to fail" banks and their top executives will walk away with trillions of dollars funneled directly into their personal pockets as a result of their giant Ponzi scheme; at the expense of all other Americans. In 2008 some \$60 trillion worth of CDSs existed, now in 2012 this figure likely exceeds \$800 trillion.



# Claim VIII

Just like with all organized crime families the defendant organizations named in this complaint: the Chase Enterprise; the Ally/GMAC/Cerberus Enterprise; the Goldman Enterprise; the Prommis Enterprise; the Beal Enterprise; the NTS Enterprise; the IBM/LBP/Fidelity Enterprise and the CT Enterprise use their peons or soldiers to actually commit the crimes. These soldiers will do any job asked of them by their captain or the boss or underboss.

The next position of the family is caporegime (or captain). A caporegime is in charge of a group of worker soldiers. The underboss of the family is in charge of the caporegimes. The underboss is the person who actually runs the family. He is boss over all the other members except the actual boss.

The Boss of the family controls everything that goes on in the crime family. Every worker and lower ranking boss works for him. The boss gets money from all of his workers and therefore is the richest person in his crime family.

Defendants Lorrie Womack, Tammy J. Wilde, Debra Lyman, Laura Herrera, Betty Wright, Diane M. Meistad, Masse Adjete, Mary K. Olson, Pamela Campbell, Rosalyn Hall, Bernadette McDonnell, Lori Beddard, B. Bernadine and Enedina O. Sanchez and tens of thousands of workers like them are the soldiers in the criminal organizations or enterprises named in this complaint.

Any law abiding American citizen knows it is illegal to forge someone else's signature on a document meant to be used in a court or for legal purposes; to sign such a legal document purporting to be someone you are not; to fabricate documents that look authentic when they not. These peons of their crime families took orders from their captains and underbosses and committed criminal actions without question.

Defendants Tom Donatacci, Larry B. Litton Sr., Larry B. Litton Jr., Bruce Pardis, Stephen A. Feinberg, John W. Snow, Greg Sullins, Michael A. Carpenter, Mark F. Bole, Monica Mora, Tina Jones, Josh Magnuson, Suzanne Eaton, John Kee, Jacob Cherner, Molly Curl, William Mynatt, David Allison, Kevin R. McCarthy, David Fennell, Stephen Routh and Thomas J. Holthus were the captains and underbosses of their crime families. They kept a significant portion of the pillage and plunder they commanded.

Defendants Lloyd Craig Blankfein, Jamie Dimon and J. Danforth Quayle, Virginia M Rometty, Nancy McKinstry and Andy Beal are the big bosses of their respective crime families; they keep the largest share of the pillage and plunder, multi-million dollar payouts per year.

Quoted from a online article by the Republic Report published on May 19, 2012 and written by Zaid Jilani: <http://www.republicreport.org/2012/gephardt-lobbying-doddfrank/>

*The fate of Dodd-Frank over the past two years is an object lesson in the government's inability to institute even the simplest and most obvious reforms, especially if those reforms happen to clash with powerful financial interests.*

*From the moment it was signed into law, lobbyists and lawyers have fought regulators over every line in the rulemaking process. Congressmen and presidents may be able to get a law passed once in a while – but they can no longer make sure it stays passed. You win the modern financial-regulation game by filing the most motions, attending the most hearings, giving the most money to the most politicians and, above all, by keeping at it, day after day, year after fiscal year, until stealing is legal again. "It's like a scorched-earth policy," says Michael Greenberger, a former regulator who was heavily involved with the drafting of Dodd-Frank. "It requires constant combat. And it never, ever ends."*

These defendants colluded and conspired with each other members of our Congress, Senate and other government agencies to turn our banking and financial institutions into criminal enterprises. They have



1 operated and continue to operate a financial racket, as defined by 18 USC § 1961, Racketeer Influenced  
2 and Corrupt Organizations Act.

### 3 **Claim IX**

4 On or around August 6, 2008 Plaintiff became distressed while she watched the morning news on KATU  
5 TV Portland. Alicia Jackson is another elder victim of mortgage fraud, similarly targeted as Plaintiff was.  
6 She was fraudulently evicted from her home and on May Day 2012 several community non-profits,  
7 including We Are Oregon and Occupy Portland, along with hundreds of members of the community held  
8 a community event to move Jackson back into her home.

9 Jackson's double lot was bought by investment group Fox Capital after she was evicted based on the  
10 fraudulent foreclosure. The company kept Jackson's home empty, but built a new duplex on the lot that  
11 has remained empty. In August protesters decided to claim this empty building, that they believe  
12 rightfully belongs to Jackson, for a community center and a community garden.

13 Defendant KATU TV Portland, a subsidiary of American Broadcasting Company (ABC), failed to cover  
14 this event in a fair and objective manner. They made it appear as if the protestors caused serious damage  
15 to the property when in fact they did not. They failed to cover how this building came to be built on  
16 Jackson's property after fraud deprived her of it, and that Jackson has an active lawsuit regarding the  
17 fraudulent foreclosure of her property and its subsequent illegal sale to Fox Capital.

18 Plaintiff knows Alicia Jackson and became extremely depressed after watching the slanted coverage of  
19 this event on KATU TV. For years Plaintiff has attempted to get media coverage regarding her fight with  
20 mortgage fraud to no avail. An entire group of vulnerable Americans have been targeted for mortgage  
21 fraud and mainstream media, including KATU TV, has consistently refused to cover their stories.

22 Media is not supposed to slant news to the public based on monetary considerations. A free press was  
23 considered so essential to democracy that the very First Amendment to our Constitution drafted by the  
24 forefathers of our great nation was to assure freedom of the press.

25 American Broadcasting Company (ABC) and a handful of other large media corporations have  
26 systematically purchased most small broadcasting and print media companies, so they now control a vast  
27 majority of information delivered to the public. These media defendants are accomplices with the other  
28 named Enterprise defendants and taint public opinion regarding the plight of the Plaintiff and Jackson and  
29 hundreds of other older homeowners targeted for mortgage fraud.

30 They deliberately hide the extent of damages caused to Plaintiff and to most Americans through the  
31 illegal siphoning of public funds by defendants named in this complaint and into their personal assets.  
32 They deliberately hide the extent to which the defendants named in this complaint control our  
33 government. They fail to provide Americans with truthful coverage regarding the money trail (who has  
34 personally benefited from criminalization of our banks and financial intuitions). Where is the balanced  
35 and unbiased investigative reporting?

36 These media defendants and their lack of balanced reporting have caused the Plaintiff, and many other  
37 victims of mortgage fraud, to endure public taunts of being a "deadbeat." Opinion of the masses has been  
38 shaped by they see on the news; and because of this public opinion is negative toward the Plaintiff.

39 The lack of balanced reporting by these media defendants also delays justice for victims because they  
40 struggle in isolation when they could be working together to fight the fraud perpetrated against them.

1 **V. RELIEF**

2 **Claim I**

3 Plaintiff is the only legal and rightful beneficiary of her property and any deed of trust associated with it.

4 THEREFORE she prays the Court will order an immediate and permanent injunction against the sale of  
5 her home by Trustee and forever end the nightmare of fear she has forced to live with since 2006.

6 Plaintiff prays the Court order a quiet title be made with her as the sole beneficiary, so she may forever be  
7 free of a muddled title and any possibility of future false claims against her property.

8 Plaintiff further prays the Court order that any and all costs associated with the legal filing of such quiet  
9 title be born by defendants the Beal Enterprise and/or their predecessors.

10 Plaintiff prays the Court award actual damages of \$7,000 in restitution for attorney fees she paid from  
11 2006 to 2011.

12 Plaintiff prays the Court order each of the named defendants who are natural persons and who  
13 individually and collectively participated in criminal activities of fraud against Plaintiff for their own  
14 and/or their "bosses" unjust personal enrichment to pay Plaintiff punitive damages in the amount of no  
15 less than 5% of the total compensation paid to them by their employers who are also named as defendants  
16 in this complaint from February 2004 until the present time.

17 Plaintiff prays the Court order each of the named defendants that are corporations or other business  
18 entities and are not natural persons to pay Plaintiff punitive damages in an amount equaling no less than  
19 5% of their total gross profits from February 2004 until the present time.

20 **Claim II**

21 Plaintiff prays the Court order defendants the Chase Enterprise and the Goldman Enterprise to pay  
22 restitution for actual damages caused to Plaintiff by their willful false reporting of her mortgage payment  
23 history to the three major credit reporting agencies; and their refusal to correct this false reporting in 2006  
24 after Plaintiff's attorney proved EMC's claims of missed payments were false; and thereby forcing  
25 Plaintiff to file an otherwise unnecessary bankruptcy to prevent fraudulent foreclosure on her home.

26 **Actual Damages caused to Plaintiff by Defendants' Willful Abuse of her Consumer Credit Reports**

27	Cost of damage to credit	\$500,000
28	Difference between medical costs with vs. without insurance	\$40,100
29	Estimated costs of lifelong medical care	\$3,000,000
30	Loss of past earned income	\$200,000
31	<u>Loss of future earned income</u>	<u>\$1,000,000</u>
32		<b>\$4,740,100</b>

33 *NOTE: this is only a partial list*

34 Plaintiff prays the Court order defendants JP Morgan Chase and Goldman Sachs to pay punitive damages  
35 in an amount equaling 10% of their total gross profits from February 2004 until the present time.

1 **Claim III**

2 **Restitution for Personal Injury caused to Plaintiff by Defendants**

3 Plaintiff prays the Court order each of the named defendants who are natural persons and who  
4 individually and collectively participated in criminal activities of fraud against Plaintiff that caused her to  
5 suffer personal injury to pay restitution for pain and suffering to Plaintiff in an amount equal to 10% of  
6 the total compensation paid to them by their employers who are also named as defendants in this  
7 complaint from February 2004 until the present time.

8 Plaintiff prays the Court order each of the named defendants that is a corporation or other business entity,  
9 and is not a natural person, and that caused her to suffer personal injury to pay restitution for pain and  
10 suffering to Plaintiff in an amount equaling 10% of their total gross profits from February 2004 until the  
11 present time.

12 **Claim IV**

13 **Equal Access to Justice and the Judicial System**

14 Plaintiff prays the Court order each of the named defendants individually and collectively that  
15 participated in criminal activities of fraud against Plaintiff to participate in professional mediation  
16 services to attempt to reach an out-of-court settlement; and if a fee is charged for such services the Court  
17 order such fee to be paid by the defendants.

18 Plaintiff prays that if such mediators report to the court that the defendants are unreasonable or that they  
19 are not acting in good faith during the mediation process the Court will order such defendants to pay  
20 treble all damages (i.e. actual, punitive and damages for pain and suffering) that might be awarded by the  
21 judge and/or the jury at the conclusion of a trial.

22 **Claim V**

23 **Basic Human Rights Violations**

24 Plaintiff prays the Court order the Chase Enterprise, the Ally/GMAC/Cerberus Enterprise, the Goldman  
25 Enterprise, and the Beal Enterprise to de-securitize all home mortgages and to pledge never to securitize  
26 home mortgages again. Family homes are not commodities to be bought and sold on the stock exchange.  
27 Defendants have caused more than a decade of financial damages to the State of Oregon and its citizens

28 **Claim VI**

29 Plaintiff prays the Court order the Chase Enterprise, the Ally/GMAC/Cerberus Enterprise, the Goldman  
30 Enterprise, and the Beal Enterprise to pay to her 100% of all earnings they received from retaining her  
31 mortgage in their securitized pool.

32 **Claim VII**

33 Plaintiff prays the Court order the Chase Enterprise, the Ally/GMAC/Cerberus Enterprise, the Goldman  
34 Enterprise, and the Beal Enterprise to pay to her 100% of all earnings they received from Credit Default  
35 Swaps by fraudulently placing her mortgage into default.



**Claim VIII**

Plaintiff prays the Court order the defendants to pay treble actual damages they caused to her by their racketeering activities.

In addition, defendants have caused more than a decade of financial damages to the State of Oregon and its citizens including the Plaintiff. Plaintiff waited three years for the Oregon Health Plan that is forced to approve economically qualified applicants on a lottery system due to lack of public funding.

Plaintiff was denied Social Security Disability (SSD) benefits, as 85% of all applicants are, in spite of paying at least 25% of her income for nearly 30 years into the Social Security (SS) program and has had to wait nearly three years while struggling to survive on less than \$800/month earned through renting rooms in her home and selling her personal property, without any regularity. This caused Plaintiff severe stress each month as she had to negotiate with utility providers to prevent shut-off of services and/or to restore services that were shut-off. This is again due to a general lack of public funding caused by defendants' illegal siphoning of public funds into their personal assets.

Plaintiff prays the court order defendants the Chase Enterprise, the Ally/GMAC/Cerberus Enterprise, the Goldman Enterprise, and the Beal Enterprise to pay restitution for damages and punitive damages in the amount of \$2 Trillion each to be placed into a trust fund under the control of the Plaintiff and a board of multi and non-partisan advisors of her choosing that will include, but not be limited to:

- Oregon Congresswoman, Suzanne Bonamici
- Oregon Senator, Jeff Merkley
- Oregon governor, John Kitzhaber
- Mayors of Oregon's principle cities
- Leaders in Oregon's rural communities
- Oregon legislators and elected officials who have not supported, participated in or profited from the defendant's criminal activities
- Oregon law enforcement
- Representatives from Oregon's media
- Leaders and member of Oregon's minority communities
- Leaders of various non-profit organizations that assist the defendants' victims
- Leaders of various non-profit organizations that assist Oregon's disabled and senior citizens, and individuals who are disabled or seniors
- Leaders of various non-profit organizations and state agencies that promote sustainable energy and environment preservation
- Representatives from Oregon's top private companies that have not supported, participated in or illegally profited from the defendant's criminal activities
- Representatives from Oregon's small businesses and small business owners
- Representatives from Oregon's farming industry
- Representatives from Oregon's health care industry, including chiropractors and alternative health practitioners
- Representatives of Oregon's public and private schools and parents of children these schools
- Representatives of Oregon's religious and spiritual communities
- Representatives from Oregon's labor unions and State Employment Department

This board in cooperation with and consent of the Plaintiff will distribute the funds in the trust so as to:

1. Compensate Oregon counties for their losses and damages during the past decade caused by the defendant's of criminal activities
2. Restore and improve Oregon's public services

3. Address Oregon's educational needs
4. Address crime prevention needs in Oregon
5. Provide funding for public works projects, such as highway and bridge maintenance and building of alternative energy services such as EV charging stations.
6. Address Oregon's energy needs
7. In short provide Oregon with an adequate budget for the next decade.

### **Claim IX**

#### **Plaintiff**

Plaintiff prays the Court order defendant KATU TV Portland and American Broadcasting Company (ABC) to pay 10% of their budget into a fund to support media not controlled by the big media corporations. This fund will be used to award grants for equipment and to pay expenses of independent journalists researching investigative news pieces.